

POWER OF ATTORNEY FOR HEALTH CARE

SEP 30 4 24 PM '02

FOR

BRAXTON C. CRAFT

P BK 95 PG 687
W.E. DAVIS CH. CLK.

KNOW ALL MEN BY THESE PRESENTS that as Principal (The Principal) I, Braxton C. Craft, of 818 Thunderbird Drive, Hernando, Desoto County, Mississippi 38632 have made, constituted and appointed, and do make, constitute and appoint my son, Barry K. Craft, of 1602 Grand View Drive, McHenry, Illinois 60050 as my attorney in fact and agent ("Agent") for health care for me, to act in, manage, and conduct all my health care needs and to make any and all health-care decisions for me. If Barry K. Craft ceases to serve or is unable or unavailable to serve, I choose to appoint as my Successor Agent my daughter, Beverly Bratveit of Lammatun 20, 5517, Haugesund, Norway. If Beverly Bratveit ceases to serve or is unable or unavailable to serve, I choose to appoint as my second successor Agent my son, Bradley Craft of 1108 S. Cooper, Memphis, Tennessee.

ARTICLE ONE1. Agent's Obligations

My agent shall make any and all health care decisions for me, including but not limited to, my admission to any hospital, nursing home, health care facility, or other similar facility, any care treatment, service, or procedure to maintain, diagnose, or treat my physical or mental condition including surgery, and the right to consent to the withholding or withdrawal of health care necessary to keep me alive in accordance with this power of attorney, any instructions given herein, and my other wishes to the extent known to my Agent, and to pay all medical, hospital, nursing, and other health care charges incident thereto. To the extent my wishes are unknown, my Agent shall make health-care decisions for me in accordance with what my Agent determines to be in my

best interest. In determining my best interest, my Agent shall consider my personal values to the extent known to my Agent.

2. Nomination of Guardian

If a guardian of my person needs to be appointed for me by a court, I nominate the Agent designated herein. If the Agent is not willing, able, or reasonably available to act as guardian, I nominate the alternative agents whom I have named, in the order designated. I waive any bond requirement for such guardian or personal representative that I am permitted by law to waive.

ARTICLE TWO
Instructions for Health Care

3. END OF LIFE DECISIONS: I direct that my health care providers and other involved in my care provide, withhold or withdraw treatment in accordance the choice I have marked below:

✓ (a) Choice Not To Prolong Life

I do not want my life to be prolonged if (i) I have an incurable and irreversible condition that will result in my death within a relatively short time, (ii) I become unconscious and, to a reasonable degree of medical certainty, I will not regain consciousness, or (iii) the likely risks and burdens of treatment would outweigh the expected benefits, or

_____ (b) Choice To Prolong Life

I want my life to be prolonged as long as possible within the limits of generally accepted health-care standards.

4. ARTIFICIAL NUTRITION AND HYDRATION: Artificial nutrition and hydration must be provided, withheld or withdrawn in accordance with the choice I made in paragraph 1 unless I mark the following box. If I mark this box [], artificial nutrition and hydration must be provided regardless of my condition and regardless of the choice I have made in paragraph 3.

5. RELIEF FROM PAIN: To consent to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies that my Agent believes may be helpful, even though the drugs or procedures may lead to permanent physical damage or addiction, or hasten the moment of (but not intentionally cause) my death.

6. EXECUTION OF WAIVERS OR RELEASES: Sign on my behalf any documents necessary to carry out the powers granted in this Article (including waivers or releases of liability required by any Health Care Provider);

5. "NO CODE" ORDER: Direct and consent to the writing of a "No Code" or "Do Not Resuscitate" order by any Health Care Provider.

In exercising the powers given my Agent under this Article, my Agent shall follow the instructions of this document and any other subsequent instructions, oral or written, that I may give my Agent while I am competent. Notwithstanding these instructions, if my Agent cannot determine the treatment choice I would want made under the circumstances, then my Agent should make the choice for me based on what my Agent believes to be in my best interest.

ARTICLE FOUR Durability Provision

6. This power shall not be affected by the subsequent disability or incapacity or incompetence of the undersigned as Principal, and all acts done by my Agent pursuant to this power of Attorney during any period of my disability or incompetence or any uncertainty as to whether I am dead or alive shall have the same effect and inure to the benefit of and bind me, my heirs, distributees, devisees, legatees, and personal representatives as if I were alive, competent, and not disabled.

ARTICLE FIVE Revocation, Removal, Amendment and Resignation

7. This instrument may be amended or revoked by me, and my Agent may be removed by me at any time by the execution by me of a written instrument of revocation, amendment, or removal delivered to my Agent. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records. My Agent may resign by the execution of a written resignation delivered to me, or if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care or custody of me.

ARTICLE FIVE
Release and Hold Harmless

8. I hereby specifically release and hold harmless any person acting for me, any physician and any institution from legal liability for exercising the directive regarding medical treatment in this instrument. This release is binding on my heirs, legal representatives and assigns.

CERTIFICATION

I certify that I have read the page entitled "WARNING TO PERSON EXECUTING THIS DOCUMENT," which is attached to and made a part of this Durable Power of Attorney for Health Care, and I have signed that page to show I have read it.

IN WITNESS OF THE ABOVE, I execute this Durable Power of Attorney for Health Care on the 27th day of September, 2002, at Memphis, Tennessee.

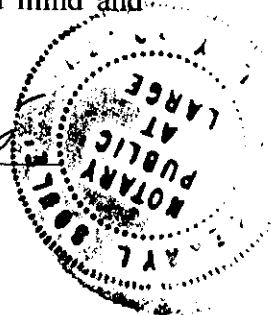
Braxton C. Craft
BRAXTON C. CRAFT, Principal

SSN: 439-36-5985

STATE OF TENNESSEE)
) ss
COUNTY OF SHELBY)

On this 27th day of September, in the year 2002, before me appeared BRAXTON C. CRAFT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed it. I declare under the penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud or undue influence.

Kerry L. Sule
Notary Public



My Commission Expires:
MY COMMISSION EXPIRES NOV. 28, 2005

WITNESSES

We, the subscribing witnesses hereto, declare under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, that the principal is personally known to me, that the principal signed or acknowledged this durable power of attorney in our presence, that the principal appears to be of sound mind and under no duress, fraud or undue influence, that we are not the person appointed as Agent by this document, and that we are not health care providers, employees of health care providers, and/or the operators of a health care institution. We are not related to the principal by blood, marriage or adoption, and to the best of our knowledge, we are not entitled to any part of the estate of the principal upon the death of the principal under a will now existing or by operation of law.

Kaye G. Burson
Signature

Name: Kaye G. Burson
Address: 1053 W. Rex Rd.
Memphis, TN 38119
SSN: 413-90-3641

Gregory C. Morton
Signature

Name: Gregory C. Morton
Address: 3231 Woodsmen
Bell, TN 38135
SSN: 407-113203

PREPARED BY:
Rutledge & Rutledge, P.C.
1053 West Rex Road, Suite 101
Memphis, Tennessee 38119